
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

001-M-APHIS-03

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

08/21/2002

6. REQUISITION/PURCHASE NO.

AMDAHQXX-0001-3

7. ISSUED BY CODE: 6395

8. ADDRESS OFFER TO

(If other than Item 7)

USDA, APHIS, MRPBS, ASD, Contracting
Butler Square Bldg., 5th Floor
100 North Sixth Street
Minneapolis, MN 55403

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and two copies (see also Section L, paragraph L.4 for additional submittal instructions) for furnishing the supplies or services in the Schedule will be received at the space specified in Item 8, or if handcarried, in the depository located in the same, until **2:00 pm local (Central) time on March 3, 2003**.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION
CALL:

A. NAME:

Donna Calacone

B. TELEPHONE NO.

(Include Area Code)

(NO COLLECT CALLS)

(612) 336-3204

C. E-MAIL ADDRESS

dcalacone@aphis.usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

FAR (48 CFR 53.214(c))

Prescribed by GSA

SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS
_____ %	_____ %	_____ %	_____ %

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. <input type="checkbox"/> CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c)() ☐ 41 U.S.C. 253(c)()

23. SUBMIT INVOICES TO ADDRESS SHOWN IN ----> Block 25 (below)
(4 Copies unless otherwise specified)

24. ADMINISTERED BY CODE _____ (If other than Item 7) same as issuing address	25. PAYMENT WILL BE MADE BY CODE _____ USDA, APHIS, MRPBS, Payments Butler Square Bldg., 5th Floor 100 North Sixth Street Minneapolis, MN 55403
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26. NAME OF CONTRACTING OFFICER Donna Calacone	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 PRICING SCHEDULE – STRAIGHT PURCHASE**

Purchase of high volume cotton classing systems. Purchase price shall include a full 6 month warranty on parts and labor

Item No	Quantity	Unit of Issue	Unit Price	Total Amount
Lot 1	10	EA	\$ _____	\$ _____
Lot 2	10	EA	\$ _____	\$ _____
Lot 3	10	EA	\$ _____	\$ _____

B.2 PRICING SCHEDULE – FULL SERVICE MAINTENANCE – 60 Month

Full Service Maintenance of high volume cotton classing systems acquired under this contract through straight purchase. Maintenance shall begin immediately upon expiration of manufacturer warranty and go for 60 months.

Item No	Quantity	Unit	Monthly Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

B.3 PRICING SCHEDULE – EXTENDED FULL SERVICE MAINTENANCE – (OPTIONAL) – MONTHS 61 - 72

Full Service Maintenance of high volume cotton classing systems acquired under this contract through straight purchase. Maintenance shall begin immediately upon exercise of this option period.

Item No	Quantity	Unit	Monthly Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

B.4 PRICING SCHEDULE – EXTENDED FULL SERVICE MAINTENANCE – (OPTIONAL) MONTHS 73 - 84

Full Service Maintenance of high volume cotton classing systems acquired under this contract through straight purchase. Maintenance shall begin immediately upon exercise of this option period.

Item No	Quantity	Unit	Monthly Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

B.5 PRICING SCHEDULE – EXTENDED FULL SERVICE MAINTENANCE – (OPTIONAL) MONTHS 85 - 96

Full Service Maintenance of high volume cotton classing systems acquired under this contract through straight purchase. Maintenance shall begin immediately upon exercise of this option period.

Item No	Quantity	Unit	Monthly Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

*****OR*****

B.6 PRICING SCHEDULE – SIXTY MONTH (60) LEASE WITH OPTION TO PURCHASE (LTOP)

Sixty month lease with option to purchase (LTOP) high volume classing systems, in increments of ten (10). Lease price includes full service maintenance.

Item No	Quantity	Unit of Issue	Unit Price	Total Amount
Lot 1	10	60	\$ _____	\$ _____
Lot 2	10	60	\$ _____	\$ _____
Lot 3	10	60	\$ _____	\$ _____

B.7 PRICING SCHEDULE – EXTENDED FULL SERVICE MAINTENANCE, LTOP – (OPTIONAL) – MONTHS 61 - 72

Full Service Maintenance of high volume cotton classing systems acquired under this contract through 60 months lease with option to purchase. Maintenance shall begin immediately upon exercise of this option period.

Item No	Quantity	Unit	Monthly Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

B.8 PRICING SCHEDULE -- EXTENDED FULL SERVICE MAINTENANCE, LTOP – (OPTIONAL) MONTHS 73 - 84

Full Service Maintenance of high volume cotton classing systems acquired under this contract through 60 months lease with option to purchase. Maintenance shall begin immediately upon exercise of this option period.

Item No	Quantity	Unit	Monthly Price
Lot 1	10	ea./mo.	\$ _____

Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

B.9 PRICING SCHEDULE – EXTENDED FULL SERVICE MAINTENANCE, LTOP – (OPTIONAL) MONTHS 85 – 96

Full Service Maintenance of high volume cotton classing systems acquired under this contract through 60 months lease with option to purchase. Maintenance shall begin immediately upon exercise of this option period.

Item No	Quantity	Unit	Monthly Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

*****OR*****

B.10 PRICING SCHEDULE – SIXTY MONTH (60) STRAIGHT LEASE

The Government requests bids for lease of high volume cotton classing systems for a period of 60 months, with options for up to 36 additional months in 12-month intervals. Lease prices shall include maintenance. All sections of this solicitation pertaining to equipment, deliveries, performance, acceptance, and maintenance shall apply equally to leased classing systems. At the conclusion of the lease period, the contractor shall remove the systems from government sites at no additional cost.

60-Month Lease

Item No	Quantity	Unit	Monthly Lease Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

Optional Lease Period – Months 61-72

Item No	Quantity	Unit	Monthly Lease Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

Optional Lease Period – Months 73-84

Item No	Quantity	Unit	Monthly Lease Price
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Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

Optional Lease Period – Months 85-96

Item No	Quantity	Unit	Monthly Lease Price
Lot 1	10	ea./mo.	\$ _____
Lot 2	10	ea./mo.	\$ _____
Lot 3	10	ea./mo.	\$ _____

B.11 TRADE-IN PRICE

The Government requests a trade-in price, per system. Systems traded would be Zellweger-Uster 900U's. The number of systems traded will be at the Government's discretion, but no less in number than 14 and not more than the number acquired under this contract. Government trade-in systems shall be removed from Government sites at no additional cost upon delivery of the systems acquired under this contract. The Government reserves the right to reject offers for trade-in.

If the Government accepts the trade-in offer against payments for new HVI systems acquired by straight purchase as stated in Section B.1, a credit for the systems traded will be applied against the total purchase price.

If the Government accepts the trade-in offer against payments for new HVI system acquired by lease to purchase (LTOP) or by straight lease as stated in Sections B.6 and B.10, a credit will be applied thus: The trade-in price shall be divided by 60, and the resulting amount shall be deducted from monthly LTOP or lease invoices submitted by the successful offeror.

Trade-In Price Stated by the Offeror: _____

B.12 Contract Type and Minimum and Maximum Order Quantity. The Government contemplates award of an indefinite quantity contract with a minimum order of 30 HVCI systems and a maximum order of 34 systems, resulting from this solicitation.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SPECIFICATIONS

The USDA, Agricultural Marketing Service (AMS), Cotton Program requires a contract for the acquisition of 30 High Volume Classing Instruments (INSTRUMENTS). The contract shall also include a full commercial warranty and provide for full service maintenance in accordance with Section B of this solicitation. AMS reserves the right to acquire HVI systems in increments of 10 (otherwise referred to as LOTS) using either of the three (3) pricing options described in Section B. The actual quantity to be acquired shall be determined by the Contracting Officer at time of award.

Offerors shall provide pricing for all quantities and options in the Schedule (Section B). Pricing is required for a straight purchase plan, 60-month straight lease plan, and a 60-month lease with option to purchase. The lease period shall begin on the first day following the date on which the system successfully completes all performance requirements, as stated in Section E.2 (d).

The Contractor shall furnish, as required, the equipment, software, full service commercial warranty, full service maintenance, and other services required for the installation and support of all items supplied under this contract. Such equipment, software, maintenance, and other Contractor support services shall conform to the terms and conditions of this contract. The Contractor shall propose only new equipment. New equipment is defined as equipment of recent manufacture not previously delivered to any other user.

The Contractor shall provide AMS with an inventory of HVI systems and all accessory equipment, including manuals, at the time systems are delivered. AMS shall verify and acknowledge receipt of all equipment and manuals delivered.

C.2 MANDATORY TECHNICAL REQUIREMENTS

Overall size of a High Volume Instrument shall not exceed a width of 4 feet, a tabletop height of 4 feet, and a length of 10 feet in a straight-line configuration. The instrument shall be configured for operation other than in a straight line. AMS must approve such configuration prior to delivery. AMS may operate the instrument in the configuration it deems to its advantage. The configuration of the overall system shall, in the judgment of AMS, lend itself to ease and practicality of operation in a high volume production environment. All utility and communication connections must be inside the system's cabinet. Systems shall be designed to facilitate ease of disposal of waste sample portions and micronaire plugs. Instrument shall contain a lid latch that protects the operator from dangerous machine components such as the sampler card cloth. The lid latch shall latch upon lid closure and will require some type of vendor supplied universal tool for opening the lid latch. All requirements of the Occupational Safety and Health Administration (OSHA) shall be rigidly complied with by the systems provided under this contract.

The HVI System (instrument) shall provide measurements of fiber length, fiber mean length, fiber length uniformity index, 1/8-inch gage fiber strength, micronaire reading, fiber color in reflectance and yellowness, and trashmeter percent area of trash and particle count. The length and length uniformity measures shall be made by scanning a suitably prepared tapered beard and measuring, by

the fibrogram method, the length equivalent to the staple standards to the nearest one-hundredth of an inch, the mean length to the nearest one-hundredth of an inch, and the fiber length uniformity index equivalent to the ratio of the mean length to upper half mean length expressed as a percentage and reported to the nearest one-tenth unit. The instrument in maintenance mode shall output the fibrogram used to calculate the upper half mean length, mean length and fiber length uniformity index. These data will be printed on an AMS supplied printer, connected directly to the instrument and/or displayed on the instrument's LCD flat-panel display. The fiber strength measurement shall be made on the same tapered beards used for the length measurement, with the jaws of the clamps spaced one-eighth inch apart. The instrument shall output results in grams per tex to the nearest one-tenth unit.

Instrument(s) in maintenance mode shall output force-extension (stress-strain) data. These data will be printed on an AMS supplied printer connected directly to the instrument and/or displayed on the instrument's LCD flat-panel display.

The brushing pressure shall be adjustable. A measurement of the normalized peak transducer force in kilograms shall be displayed on the instrument's LCD flat-panel display in the maintenance mode. Instrument(s) shall output the result to the nearest one-hundredth unit.

The micronaire reading shall be made by passing a stream of air through a specimen of cotton fibers and reporting the results in standard micronaire units to the nearest one-hundredth unit.

Colors shall be measured by illuminating a sample of cotton and measuring the percent reflectance and yellowness of a 10.5-square-inch area of the sample within +/- 1.0 square inches. The length of the area measured shall not exceed 3.75 inches and the width of the area measured shall not be less than 2.75 inches. Results will be reported in Hunter's Rd to the nearest one-tenth unit and in +b to the nearest one-tenth unit. Instrument(s) shall also output the color code for the Upland or American Pima grade and, for Upland grades, the quadrant of the color code. The color grade reported by the instrument must conform to the Cotton Program's HVI Color Grade Lookup Chart, which is based on the Rd and +b readings. Instruments shall allow color and trash calibration checks while in production mode without changing menu screens.

Percent area of trash shall be measured on a 9-square-inch area of the sample, within +/- 0.1 square inches. The length of the area measured shall not exceed 3.75 inches and the width of the area measured shall not be less than 2.4 inches. Trash measurement shall be made by video trashmeter and results will be reported in percent to the nearest one-tenth, except values greater than 5.0 will be reported as 5.0. The decimal will not be shown on the output. Instrument(s) in maintenance mode shall display and/or output the percent area of trash measurement to the nearest one-hundredth of a percent.

The trash particle count will be measured by the "cluster" method and reported to the nearest whole number. A cluster is defined as a group of trash pixels connected on the same or adjacent scan lines. A single piece of trash, regardless of its size, will have a cluster count of one. Instrument(s) shall provide the option of either displaying or outputting this measurement, or both.

Instrument(s) shall have the capability of displaying and/or outputting leaf grade.

Instrument(s) shall monitor color measurement performance and shall have a warning device (buzzer, beeper, etc.,) to alert the operator when the color measurement performance is outside the

Government's stated operating range. Instrument(s) shall be designed to provide minimal shock to color heads when color measurements are made and to prevent cotton lint accumulation.

The system shall be under control of its own computer system. The USDA, AMS, Cotton Program has prepared minimum Information Technology Standards for new HVI purchases by using the applicable sections of the USDA, AMS, Information Technology Standards in Directive 3130.5. If you feel you have an appropriate justification to not meet these standards, a waiver request must be submitted and approved by the USDA, AMS, Cotton Program. All waivers requests must include:

1. A business case for not meeting the standard.
2. Why the computer system cannot meet the standard.
3. The estimated timeline for upgrading the system (software, hardware, etc.) so that it can meet the standard.

The minimum Information Technology Standards for new HVI purchases as of 11/1/2002 are listed below:

Operating System: MS Windows 2000 Professional

1. Processor: Intel Pentium IV 1.7 GHz
2. Memory: 512 MB RAM
3. Monitor: 15" LCD TFT flat panel monitor
4. Floppy Drive: 1.44 MB 3.5 inch
5. Hard Drive: 40 GB
6. CD-ROM: 48x/24x/48x CD-RW
7. Ethernet: 3Com 10/100 integrated or equivalent
8. Sound Card: Plug-and-play compatible
9. Speakers: Generic or internal speakers
10. Pointing Device: Optical mouse or keyboard touch pad

Each key of the keyboard shall be at least the size of a standard typewriter key. The keys shall be positive-contact, non-membrane style. Non-glare, dust-proof keyboard protectors shall be supplied for each keyboard. Upon delivery of the first instrument, the vendor shall provide, on compact discs (CD's), the source code for all computer programs of the system.

Programming languages used for new application development should be fourth-generation computer languages or better, such as Visual Basic or Visual C.

The operating software supplied by the Contractor at the time of delivery shall not exceed 50 percent of the computer's processing and storage capability. Computer mountings shall be designed to facilitate easy replacement of the system's computer. The computer's case shall be designed to facilitate practical removal and replacement of component parts. Each instrument shall contain an uninterruptible power supply (UPS) to provide power to the system's personal computer and computer monitor for a minimum period of ten minutes, in the event of a power failure.

The system shall be capable of calibration to the Universal HVI Calibration Cottons for length, length uniformity and strength, USDA micronaire calibration orifices, five (5) USDA calibration tiles for color (white, yellow, gray, brown and central), and an USDA calibration tile for trash. The system

shall have the capability for calibration to mean length rather than length uniformity, at the option of USDA.

Instrument system(s) shall have demonstrated capability of testing a minimum of 825 classer samples per work shift, based on 7 hours and 20 minutes of actual operation. Instrument(s) shall be evaluated for production while interfaced to a Nonstop server owned by the government, with the number of complete records accepted by the server being the official record of each day's production. Re-tested samples and/or other incomplete records will not be counted in determining the total daily production. Samples used for volume testing will be representative of the normal U.S. crop's quality distribution. Each system shall require not more than one operator.

Offers received for Systems requiring more than one (1) operator or with production rates of less than 825 classer samples per work shift will not be considered for award.

Instrument system(s) shall include a bar code reader at the sample identification entry station to determine bale identification. The bar code tag may require orientation for reading. The scanner shall read Code-A-Bar, Code 39, or Code 128, subset B and subset C type bar codes based upon industry standard. Bar code type discrimination shall be done automatically and immediately by the scanner. The scanner shall recognize and read bar code without any other actuation needed. The reader shall accurately accomplish its task in one pass of the card across the scanner, 99% of the time for properly printed and non-damaged cards. Neither pencil-type wand scanners nor slot-type bar code readers are acceptable.

The system shall allow for keyboard entry of bale identification data. If keyboard entry is necessary, two separate keyboard entries will be required for each sample, with the two keyboard entries compared by the system's computer to insure that they are identical. The first keyboard entry will not be displayed on the system's LCD flat-panel display while the second keyboard entry is being made.

The instruments' operation mode (e.g., classer off line original, futures original, etc.) shall be displayed on LCD flat-panel display at all times. A system, which is capable of having multiple samples within the testing process, must display the sample in process. The system shall display on the monitor the bale number of the sample that is currently at the sampling station or where the comb of cotton is being taken.

The system Instrument(s) shall interface with USDA's server using RS-232 and shall have capability for future implementation of TCP/IP communication unless an IT standard waiver is granted. Instrument(s) shall allow the display of messages from the host computer on the each instrument's LCD flat-panel display. An output record shall be produced for each sample classed. All output records shall be in the formats specified by the government 60 days prior to the time of delivery.

Instrument(s) shall be equipped with the necessary software for calibrating the specified instrument measurements and provide the capability to use external offset adjustments for each instrument measurement, except trash, so that all instruments can be adjusted to the same test level. The software shall also have the capability to use external slope adjustments for trash, so that all instruments can be adjusted to the same test level. Offset and slope adjustments will be configured in such a way that they will not apply to the calibration mode of the instruments. Software shall be provided with each instrument that allows AMS to set parameter limits for instrument measurements and allows re-testing of samples having readings outside set ranges.

Each instrument system shall include all accessory equipment necessary for physical calibration and operation, excluding colorimeter and trashmeter tiles. Each module of the system shall have an independent power switch.

The device used to prepare specimens for length, strength and uniformity measurement shall be automated to the extent that fibers are locked in combs without operator intervention, other than the activation of a triggering device.

All electrical power components, power strips, power supplies, etc., shall be designed and mounted to prevent disconnection under normal operating conditions. The use of tape, wire cable ties, or other temporary solutions, to secure connections is not acceptable.

The length/strength/length uniformity component of the systems shall be designed to reduce buildup of lint inside the component. The components shall be designed to provide easy access for lint removal by operators.

Micronaire scales and/or scale covers shall be designed to reduce fluctuations in specimen weight caused by air turbulence to the maximum extent possible. The design shall allow the scale cover to be adjustable in order to reduce the effects of turbulence. The width of the scale hood shall provide a minimum clearance of 2 inches from the outermost point of the scale pan to the hood.

Each system supplied shall have a warning device to indicate reduced vacuum pressure as a result of clogged manifolds, open lint chamber doors, or any other reasons. Each system shall provide a static pressure meter measuring the static pressure within the vacuum system with a scale representing no more than 150% of the design pressure output.

Each system's heat output shall not exceed 4000 BTU per hour and each system's compressed air requirement shall not exceed 5.0 CFM at a pressure not to exceed 100 pounds per square inch, without the written approval of the Cotton Program 90 days prior to the time of delivery.

Systems shall be designed so that all doors, lids, access panels, etc., which access dangerous moving machine parts must remain closed while the systems are in an operations mode. The lid enclosing the sampler bucket shall contain a lid latch that latches when the door is closed and requires a universal type tool (ex. Allen wrench, screwdriver, etc.) for releasing the door for opening.

When a tile holder is inserted into the sliding tray, the gap between a holder and the tray shall not exceed 1/16". The tile holding slots of the sliding tray, when positioned at the measurement windows, shall not be off-center by more than 1/16th.

Instrument operational software shall be equipped with password protection for entrance to screens involving calibration values, operating limits, offsets, or procedural parameters. This password protection will allow only authorized personnel to enter into these menus.

CALIBRATION

The instrument system shall be capable of being calibrated to the units shown below:

Fiber Length: In inches to three decimal places.

Length Uniformity: In percentage points to one decimal place.

Fiber Strength: In grams per tex to one decimal place.

Micronaire: In micronaire reading units to two decimal places.

Color Reflectance: In percentage points to one decimal place.

Color Yellowness: In +b units to one decimal place.

Trash: In area and count to the numbers shown on the
Setup Calibration tiles.

The instrument system shall be calibrated to Universal HVI calibration cottons, USDA micronaire calibration orifices, and USDA color and trash tiles within the tolerances listed below for the corresponding quality factor:

Fiber length: +/- 0.010 inch of the established value for the short and long calibration cotton and +/- 0.016 inch of the difference between the standard values for the short and long calibration cottons (spread or range).

Length uniformity: +/- 1.0 units of the established value for the short and long calibration cottons and +/- 1.4 units of the difference between the standard values for the short and long calibration cottons (spread or range).

Fiber strength: +/- 0.7 gram per tex of the established value for the strong and weak calibration cottons and +/- 1.2 grams per tex of the difference between the standard values for the strong and weak calibration cottons (spread or range).

Micronaire: Instrument must calibrate to within +/- 0.02 on both high and low USDA micronaire calibration orifices. After calibration, ten replications shall be made on the USDA micronaire chamber size calibration cotton. The average must be within +/- 0.02 of the established value on the chamber cotton.

Color reflectance and color yellowness (Rd and +b): Instrument shall calibrate to within ± 0.04 for Rd and within ± 0.04 for +b of the USDA values on all five of the USDA tiles. After calibration is complete, the central tile must read within ± 0.04 for Rd and within ± 0.04 for +b of the USDA values on this tile.

Trashmeter: Tile slope and offset constants will be changed by manual entry only. The only variable manipulated during trash calibration will be the threshold. The calibration process will automatically iterate through threshold settings until the area measurement being made on the tile is as close as possible to the established area value. At the end of the threshold calibration, the count measurement

and the area measurement will be automatically compared to the established values. The instrument shall calibrate to within ± 0.02 percent area and within ± 1 particle count of the USDA values on the USDA calibration tile. Calibration results that are not within these tolerances will be highlighted on the calibration screen.

C.3 USDA PERFORMANCE SPECIFICATION AND METHODOLOGY FOR ACCEPTANCE TESTING OF HVI SYSTEMS

The methodology and performance specifications established by AMS for evaluating HVI classification systems for measuring length, length uniformity, strength, micronaire reading, color and trash of cotton are outlined in the following paragraphs. The Cotton Program shall perform the acceptance testing of each individual instrument system. In the precision and accuracy evaluation, the number of tests made for each instrument measurement on each sample shall not exceed the number of tests made in the instrument system's production mode.

The Contractor shall deliver instrument systems to not more than two Cotton Program offices for evaluation as agreed upon by the Cotton Program and the Contractor. Upon satisfactory completion of performance evaluation, vendor shall deliver accepted instrument systems to locations specified by USDA, and set up, ready for use, at no additional cost. The Contractor shall have at least one customer engineer on site during the entire evaluation process.

METHODOLOGY

Each HVI system to be evaluated will be operated in a production environment. International Calibration Cotton Standards, colorimeter check sample boxes, cotton samples mounted under 1/16-inch clear glass (Tempax), will be used. The instrument system being evaluated will be calibrated to official Calibration Standards (USDA) HVI Calibration Cottons, USDA micronaire calibration orifices, a USDA trashmeter tile, and USDA colorimeter tiles.

Samples will be conditioned for a minimum of 48 hours or will be subjected to rapid conditioning under the following conditions prior to testing:

70 degrees Fahrenheit ± 2 degrees and 65 percent relative humidity ± 4 percentage points. These conditions will be maintained during the testing process. All cottons tested shall have moisture contents of not less than 7.00 percent and not more than 8.00 percent, as determined by the USDA.

A. HVI Evaluation Cottons.

Eight (8) HVI Evaluation Cottons having established values within the ranges listed below will be used:

Fiber Length -	0.85 to 1.30 inches
Length Uniformity -	77 to 85 percent
Fiber Strength -	20 to 34 grams per tex
Micronaire -	2.5 to 6.0 micronaire units

Each of the eight (8) cottons will be tested 16 times on two consecutive tests. Means and standard deviations will be calculated for each test. The Cotton Program shall provide vendors with HVI Evaluation Cottons at least 90 days prior to the delivery date of the instrument systems. In the event of disagreement on the value of evaluation cottons, the Cotton Program Quality Assurance Branch shall have final determination as to whether the established values are correct. Average biases will be calculated for length, length uniformity, and strength for HVI's in units of five.

The Standard Values for each of the HVI Evaluation Cottons were established from tests performed under standard atmospheric conditions in AMS/USDA laboratories and by Cotton Incorporated, Raleigh, NC.

B. International Calibration Cotton Standards Samples.

Two consecutive tests, each consisting of eight 1-specimen micronaire tests will be made on each of the cottons listed below. The tests shall be conducted in "System Testing" mode:

International Calibration Cotton Standard	Approximate Value
A	5.5
B	4.5
C	3.5
D	4.0
G	2.6
I	5.0

Using the data generated from the above tests, means and standard deviations will be calculated for each test.

C. Colorimeter Check Sample Boxes.

Two consecutive tests, each consisting of eight 4-specimen colorimeter tests will be made on each sample of a 12-sample check box, supplied by the Cotton Program. Samples shall be rotated 90 degrees after each reading. Using the data generated, means and standard deviations will be calculated for each of the tests.

D. Trashmeter Evaluation Tiles.

1. One test of trashmeter percent area and particle count will be made on each tile, one day during the evaluation process.
2. Ten trashmeter evaluation tiles will be used for evaluation of trashmeters. The dots on these tiles are printed on a 600 dpi laser printer on light brown bond paper. Circular dot diameters on the tile set will range from 0.015" to 0.10" with total particle area being held at approximately 1%.

Each tile will have only one dot size. Counts on the tiles range from 12 to 500. The percent area of each tile is calculated from visual measurements of the dot diameters using a precision ruler and a low power microscope. Count is also verified visually.

Trashmeter area and count measurements on the specified tiles are to agree with visually verified particle area and count measurements within the following tolerances: area: +/- 20%; count: 0. This must be accomplished with a calibration slope constant not less than 0.80.

E. Trashmeter Cotton Samples Mounted Under Glass.

Two consecutive tests, each consisting of eight 4-specimen trashmeter percent area of trash and particle count tests will be run on twelve cotton samples mounted under glass, supplied by the Cotton Program. Samples shall be rotated 90 degrees after each reading. The USDA shall establish values for these samples. Using the data generated, means and standard deviations will be calculated for each test.

ALLOWABLE TOLERANCE

Results of each test shall be within the tolerances listed below:

A. Length, Length Uniformity and Strength.

1. Fiber length shall not differ from the upper half mean length values established for the HVI evaluation cottons by more than +/- **0.015** inch for seven of the eight cottons. The overall average standard deviation for the eight HVI evaluation cottons shall be no greater than 0.012 inch.
2. Fiber length uniformity shall be within +/- **0.90** index units of the established length uniformity values for seven of the eight HVI evaluation cottons. The overall average standard deviation shall be no greater than 0.8 index unit for the eight cottons.
3. Fiber strength shall be within +/- **1.30** grams per tex of the established strength values for seven of the eight HVI evaluation cottons. The overall average standard deviation shall be no greater than 1.0 gram per tex for the eight cottons.
4. Overall average biases for length, length uniformity, and strength will be calculated from the two consecutive passes on the eight evaluation cottons, tested 16 times on HVI's in groups of five. A group of five HVI's will be determined by starting with the lowest HVI serial number delivered and progressing to the consecutively higher serial numbers. The overall biases, as calculated for the group (five HVI's) from each HVI's two consecutive 8x16 evaluation passes, shall be within +/- .006 for length; within +/- .5 for length uniformity; and within +/- .8 for strength reading. A group with biases exceeding these tolerances will require each HVI in that group to be re-evaluated using the 8x16 evaluation process.

B. Micronaire.

1. HVI Evaluation Cottons Phase. Average micronaire shall be within ± 0.11 micronaire units of the established values for seven of the eight HVI evaluation cottons. The overall standard deviation shall be no greater than 0.10 micronaire units for the eight cottons.
2. International Calibration Cotton Standards Phase. For each of two consecutive tests, the average observed micronaire reading shall be within ± 0.10 micronaire units of the established values for each of the six standards. The overall standard deviation shall be no greater than 0.07 micronaire units for the six standards.

C. Color.

1. For each of the two consecutive tests, the average difference in color reflectance (Rd) between the observed values and established values of the 12 colorimeter calibration check box samples shall not exceed ± 1.0 percentage points for each sample. The overall average standard deviation shall be no greater than 0.7 percentage point for the 12 samples.
2. For each of the two consecutive tests, the average difference in color yellowness (+b) between the observed values and established values of the 12 colorimeter calibration check box samples shall not exceed ± 0.5 units for each sample. The overall standard deviation shall be no greater than 0.3 units for the twelve samples.

D. Trashmeter Evaluation Tiles

1. Trash meter area and count measurements on evaluation tiles are to agree with visually verified particle area and count measurements within the following tolerances: area: $\pm 20\%$; count: 0. This must be accomplished with a calibration slope constant not less than 0.80.

E. Trashmeter Cotton Samples Mounted Under Glass.

For each of the two consecutive tests, the average percent area of trash and particle count for each sample shall not exceed the following:

Percentage Area		Particle Count	
Sample Range	Tolerance	Sample Range	Tolerance
0.0 - 0.14	± 0.02	0 - 5	± 1
0.15 - 0.34	± 0.03	6 - 10	± 2
0.35 - 0.54	± 0.05	11 - 15	± 2
0.55 - 0.84	± 0.07	16 - 20	± 3
0.85 - 1.14	± 0.09	21 - 25	± 4
1.15 - 1.74	± 0.11	26 - 30	± 4
1.75 - 2.24	± 0.14	31 - 40	± 5
		41 - 50	± 6
		51 - 65	± 7
		66 - 90	± 10

For each of two consecutive tests, the overall standard deviation for percent area of trash shall not exceed 0.04 for the twelve samples and the overall standard deviation for particle count shall not exceed 6 count for the twelve samples.

OVERALL PERFORMANCE

Performance testing shall consist of performing the following procedure on two consecutive days (one time each day):

1. Micronaire – a composite sample from the two halves of the samples representing the bale.
2. Length, strength, uniformity – a minimum of one specimen from each of the two halves of the sample representing the bale.
3. Color and Trash – a minimum of two specimens from each of the two halves of the sample representing the bale.
4. The system shall turn out a minimum of 825 samples in 7 hours and 20 minutes of actual operation. In order to pass the performance test, the system shall produce 825 samples during one work shift. During the performance testing, 60 short/weak and 60 long/strong calibration cottons with a difference in micronaire between the two of 0.4 to 2.0 units shall be included.
5. Average results from the testing of each known-value cotton each day must agree with the established values for that cotton within the following tolerances:

Length +/- 0.020 inch
Uniformity +/- 1.0 index
Strength +/- 1.50 gm/tex
Micronaire +/- 0.15 unit

Standard deviations shall be calculated for each of the 60 tests for length, uniformity, strength, and micronaire. The calculated standard deviations must not exceed established standard deviation limits. Standard deviation limits shall be based on the product of the established calibration cotton standard deviations and the f-test factor of 1.45.

C.4 SYSTEM LIFE

The system life of an HVI system shall be a minimum of 96 months.

C.5 SUPPLIES

Rental and maintenance charges include all consumable operational supplies, including filters, cleaning brushes, colorimeter lamps, and other supplies not specifically mentioned.

C.6 INSTALLATION OF EQUIPMENT

After evaluation, HVI Systems will be installed, ready for use, at USDA, AMS, Cotton Program sites specified by the Cotton Program. Delivery sites shall be specified upon completion of evaluation of the instruments.

C.7 TRAINING

The Contractor shall have two (2) separate training requirements; operator training to Government personnel at each evaluation site and a 5-day training course in the system hardware and operational characteristics, at a site specified by the government, for up to 15 USDA, Cotton Program employees.

Operator training shall be provided prior to the beginning of the evaluation period and be of sufficient length to assure understanding of equipment operation, but not to exceed two days.

Training shall include operator actions and responses, operator maintenance, and any other responsibilities essential to efficient use of the equipment for both training requirements.

C.8 MANUALS AND PUBLICATIONS

The Contractor shall provide the Cotton Program a minimum of one copy per system of operator manuals, future updates, and training aids. The Contractor shall provide a minimum of one technical service manual for each five systems delivered. The technical service manual shall include the following sections: Sub-system Operation Section including block diagrams, flow charts and electrical schematics; Maintenance and Calibration Section including component removal and installation procedures, adjustment/alignment procedures with applicable mechanical drawings and illustrations; Troubleshooting and Diagnostic Software Section; Computer Section; Software Section; and an Index. The service manual shall only pertain to USDA instruments. Mill version applications shall not be included in the USDA version of the service manual. Documentation shall reflect the current wiring/configuration of the instrument being delivered.

C.9 ENGINEERING CHANGES

(a) After contract award, the Government may solicit engineering changes to the equipment, software specifications, or other requirements of the contract. These changes may be proposed to save money, to improve performance, to save energy, or to satisfy increased processing requirements. If the proposed changes are acceptable to both parties, the Contractor shall submit a price change proposal to the Government for evaluation and consideration for a contract modification.

(b) Engineering changes proposed by the Contractor shall contain the following:

1. A description of the differences between the existing contract requirement and the proposed change and the comparative advantages and disadvantages of both.

2. Itemized requirements of the contract, which must be changed if the proposed change is accepted, and the proposed revision to the contract for each change.
3. An estimate in the change in performance and cost that will result from adoption of the proposed change.
4. An evaluation of the effect the proposed change would have on collateral costs to the Government.

(c) Engineering change proposals submitted to the Contracting Officer shall be processed expeditiously. The Government shall not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any engineering change proposal not accepted by the Government within the period specified in the engineering change proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract shall be final and shall not be subjected to the "Disputes" clause of this contract.

(d) The Contracting Officer may accept any engineering change proposal submitted pursuant to this clause by giving the Contractor written notice thereof. Written notice shall be a modification to this contract. Unless and until a modification is executed to incorporate an engineering change proposal under this contract, the Contractor shall remain obligated to perform in accordance with the terms of the existing contract.

(e) If an engineering change proposal submitted pursuant to this clause is accepted and incorporated into this contract, an equitable adjustment in the contract price and in any other affected provisions of this contract shall be made in accordance with this clause and other applicable clauses of this contract. When the cost of performance of this contract is increased or decreased as a result of the change, the equitable adjustment increasing or decreasing the contract price shall be in accordance with the "Changes" clause rather than under this clause, but the resulting contract modification shall state that it is made pursuant to this clause.

(f) The Contractor is requested to identify specifically any information contained in the engineering change proposal which the Contractor considers confidential and/or proprietary and which the Contractor prefers not to be disclosed to the public. The identification of information as confidential and/or proprietary is for information purposes only and shall not be binding on the Government to prevent disclosure of such information. Offerors are advised that such information may be subject to release upon request pursuant to the Freedom of Information Act, (5 U.S.C. 552).

C.10 MAJOR FIELD MODIFICATIONS

If the Government requests on-site field modification of equipment, the Contractor shall provide it on the same basis as furnished to other customers for the same type of equipment as supplied under the contract. Engineering changes may also be sponsored by the Contractor.

C.11 ALTERATIONS AND ATTACHMENTS

Government Alterations: Upon 30 day's written notice the Government may make alterations or install attachments to the Contractor's equipment (obtained under either the straight lease plan or lease to purchase plan), provided that such action will not create a safety hazard. The Government shall assume full liability for any damages and/or degradation in equipment performance attributable directly to such alteration or attachment. In addition, the maintenance credit provisions set forth elsewhere in this contract shall not apply when equipment failure is caused by an alteration or attachment not supplied by the Contractor

C.12 TRANSPORTATION OF EQUIPMENT

All shipments to and from the Government's initial site(s) shall be made at the Contractor's expense.

The Government shall pay only those rigging and drayage costs incurred at the Government's location except that the Contractor shall pay all rigging and drayage costs when the equipment is moved for mechanical replacement purposes.

C.13 MAINTENANCE

The Contractor shall provide full service maintenance including all parts, labor, supplies, etc. necessary to maintain the equipment in good operating condition. Maintenance service shall not include electrical work external to the equipment or repair of damage resulting from accident, neglect, misuse, failure of electrical power or air conditioning or humidity control, or causes other than ordinary use.

Maintenance of Government-owned HVI Systems acquired under this contract shall be available at the rate(s) established in Section B for 60 months beginning the 1st day of the 7th month from the date of acceptance, the expiration of 6-month full service warranty period, and effective date of purchase conversion. This extended maintenance may be continued if the option periods are exercised.

Maintenance shall be provided, without additional cost to the Cotton Program, for any and all systems acquired under either of the two lease plans. Optional maintenance of Government-owned HVI Systems acquired under this contract shall be available at the rate(s) established in Section B for 60 months beginning the 1st day of the 7th month from the date of acceptance, the expiration of 6-month full service warranty period, and effective date of purchase conversion.

The Cotton Program reserves the right to operate or relocate instruments at any Cotton Program classing facility nationwide without incurring additional maintenance charges. The monthly maintenance rate shall not include the following relocation expenses:

Inspection and Set-up,
Packing and Unpacking,
Shipping Expense and
Employee Per Diem.

The principal period of maintenance, expressed in days and hours of the week are Monday through Saturday, 8:00 am to 5:00 pm, local time, for 8 hours per day including government holidays.

The Contractor shall receive telephone calls and provide for shipment of repair parts from its headquarters facility Monday through Saturday, 8:00 am to 5:00 pm. local time, 8 hours per day, including government holidays, during the months of August, September, October, November and December.

Preventative maintenance shall be performed during the Government's principal period of maintenance and any extension thereof. The Contractor shall specify in writing the frequency and duration of the preventive maintenance required. If a mutually agreed upon schedule for preventive maintenance cannot be established, the Government reserves the right to specify the schedule for performance of preventive maintenance, subject to the time constraints above. No components shall be disassembled by the Government, except to replace parts furnished by the Contractor as spares or replacements. Repair of damage caused by unauthorized disassembly of components shall be at the Government's expense.

Repairs shall be performed after notification that equipment and/or operating software is inoperative. The Contractor shall provide the Government with a designated point of contact and make arrangements to enable its maintenance representative to receive immediate notification. Components may, at the Contractor's discretion, be permanently exchanged for malfunctioning components. Malfunctioning components shall be returned to the Contractor within 4 calendar days. Freight expense to send malfunctioning components to the Contractor shall be paid by the Government. Freight expense from the Contractor to Cotton Program site of malfunction shall be paid by the Contractor.

The Contractor shall use the fastest available method to ship replacement components upon notification by telephone of a malfunctioning component. Downtime shall end as soon as exchange unit is installed and operating properly in accordance with Cotton Program guidelines.

There shall be no additional charge to the Cotton Program for:

1. Replacement parts, including, but not limited to, lamps, filters, combs, clamps, card cloth, etc., unless such parts are required due to the fault or negligence of the Government.
2. Preventive maintenance performed during the principal period of maintenance and any extension thereto.
3. Repairs performed during the principal period of maintenance and any extension thereto.
4. Repairs required on any machine when the scheduled preventive maintenance for that machine preceding the malfunction had not been performed unless preventive maintenance was omitted at the Government's request or the Contractor was denied access to the equipment.

THE GOVERNMENT WILL:

1. Permit access to the equipment, which is to be maintained subject to security regulations.
2. Provide adequate storage space for spare parts and adequate working space, including heat, light, ventilation, electrical current and outlets, and telephones (for local calls only) for the use of maintenance personnel. These facilities will be within a reasonable distance of the equipment to be serviced and will be provided at no charge to the Contractor.
3. Provide machine time to the contractor for Contractor-sponsored modifications with reasonable advance notification.

C.14 TRADE-IN

Offerors shall provide trade-in prices for Zellweger Uster Model 900-A systems. Trade-in HVI systems shall remain at Government sites available for use, until new HVI systems are delivered. The Government will not require the offeror to accept a greater number of HVI systems for trade-in than it acquires under this solicitation. Trade-in HVI systems shall be removed from Government sites at no additional cost to the Government.

The Government shall take a credit for the trade-in price, against payments for new HVI systems acquired under this contract.

Pending installation and use of the new HVI Systems, the Government assumes the risk of loss for any damage to the trade-in HVI Systems caused by the negligence of or misuse by Government employees. The Government assumes the risk of loss to the trade-in HVI Systems caused by normal wear and tear, latent defects, defective servicing and unforeseeable acts (for example, fire, flood, vandalism, criminal acts and war).

C.15 SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

Large business shall submit a subcontract plan with their proposal if the total value of the contract, including options, is estimated at \$500,000 or more, in accordance with FAR clause 52.219-9, SMALL BUSINESS, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996), ALTERNATE II (MAR 1996). Failure to submit and negotiate the subcontracting plan within the time specified by the Contracting Officer shall make the offeror ineligible for award of a contract. The plan shall be approved by the Contracting Officer and included in and made a part of the resultant contract.

C.16 AGAR 452.211-71 EQUAL PRODUCTS OFFERED (NOV 1996)

- (a) Offerors proposing to furnish an “equal” product, in accordance with the “Brand Name or Equal” provision of this solicitation, shall provide the following information for each offered “equal” product:

Contract Line Item Number (if any): _____

Branch Name of Equal Product identified by the government in this solicitation:

Offered Product Name: _____

Catalog Description or part number: _____

Manufacturer’s Name: _____

Manufacturer’s Address: _____

- (b) Offerors are responsible for submitting all additional information on the above product necessary for the contracting Officer to determine whether the product offered meets the “branch name or equal” product’s salient characteristics listed in the solicitation.

(END OF SECTION C, WORK STATEMENT)

SECTION D - PACKAGING AND MARKING

D.1 AGAR 452.247-71 MARKING DELIVERABLES (FEB 1988)

(a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. Place contract no. on all shipping and mailing labels.

(b) Mark deliverables:

USDA, AMS, Cotton Program
3275 Appling Road
Memphis, TN 38133
ATTN: Jerome Boyd

D.2 AGAR 452.247-72 PACKING FOR DOMESTIC SHIPMENT (FEB 1988)

Material shall be packed for shipment in such a manner that will insure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

E.2 STANDARD OF PERFORMANCE AND ACCEPTANCE OF EQUIPMENT

(a) General. This clause establishes a standard of performance which must be met before any equipment delivered under this contract is accepted by the Government. This also includes added or field modified (modification of machine from one model to another) after a successful performance period.

(b) Performance Period and Effectiveness Level. The performance period shall begin upon notification by the Contractor that installation is complete and that evaluation may begin. Prior to this notification, the Contractor may provide training in equipment operation to government personnel for a period not to exceed **five business days**. The performance period shall end when the equipment has met the standards of performance during a period of **twenty business days** by operating in conformance with the technical specifications and functional descriptions in Section C of this solicitation. If an event such as lack of environmental conditioning, power failure, etc., halts or delays the evaluation process, the day on which the event occurs, or the days during which the event continues, will not be counted as business days for purposes of determining the length of the performance period.

(c) Continuance of Performance Period. If the equipment does not meet the standard of performance during the initial **20 business days**, the performance period shall continue on a day-to-day basis until the standard of performance is met. If any of the HVI Systems fail to meet the standard of performance **within 40 business days** from the start of the performance period the Government may, at its unilateral option, require a replacement HVI System.

If 50% of the HVI Systems acquired fail to meet the standard of performance in the 40-day period, the Government may, at its unilateral option, terminate the contract and require the immediate removal of all HVI Systems delivered by the vendor.

If the equipment does not meet the standard of performance during the initial **20 business days**, and the performance period continues on a day-to-day basis until the standard is met, the vendor **shall reimburse the government the equivalent of 1/30 of the applicable monthly lease rate per system for each day during the extended performance period**. The government shall calculate the amount of

reimbursement for each system requiring an extension of the 20-day performance period and deduct this amount from the initial invoices submitted by the contractor under the terms of this contract.

(d) Date of Acceptance. The Government shall not accept equipment and shall not pay charges until the standard of performance is met. The Government shall begin evaluation of equipment within fifteen days after notification by the contractor that systems are ready for performance evaluation. For HVI System(s) which successfully complete the performance period, the date of acceptance shall be the first day following the date on which the systems successfully complete all performance requirements. The Government shall not pay any charges for systems which do not successfully complete the performance period.

(e) Daily Records. The Government shall maintain appropriate daily records to satisfy the requirements of this clause and shall notify the Contractor in writing of the date of the first day of the successful performance period.

(f) Measurement of Operational Use Time. Operational use time and downtime shall be measured in hours and whole minutes.

(g) Delay of Start of Performance Period. If necessary, the Government may delay the start of the performance period, but such delay shall not exceed 30 consecutive days; therefore, the performance period must start not later than the 31th day after the installation date. Should the Government delay the start of the performance period beyond the 31th day, rental charges shall accrue for that period of time between the installation date and the start of the performance period. The rental charge shall be prorated on the 30-day month at the rate of _____ to assess the Government for the delay.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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www.arnet.gov

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-35	F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES	APR 1984

F.2 REQUIRED TIME OF DELIVERY

For the items awarded, the government requires delivery to be made according to the following schedule:

QUANTITY	REQUIRED DELIVERY
10	120 days following contract award
10	2 weeks following first delivery of 10 systems.
10	2 weeks following second delivery of 10 systems.
4	2 weeks following third delivery of 10 systems.

F.3 SPECIAL DELIVERY REQUIREMENTS

The government reserves the right to delay the installation by up to 30 days, at no additional cost to the government, provided:

(a) The contractor receives written notice from the Contracting Officer 30 days prior to the scheduled installation.

(b) Any installation delays beyond 30 days shall be mutually agreed to by the contractor and the government. If the equipment is certified to be ready for use prior to the installation date, the government, at its option, may elect to use the equipment and change the installation date accordingly. In this event, a contract modification shall be executed. The government agrees to have the site specification by 30 days prior to the scheduled installation date, unless a shorter period of time is agreed to in writing. The government shall provide the contractor with access to the site for the purpose of installing the equipment prior to the scheduled installation date. The contractor shall specify in writing the time required to install the equipment.

F.4 AGAR 452.247-70 DELIVERY LOCATION (FEB 1988)

Shipment of deliverable items, other than reports, shall be to:

USDA AMS Cotton Program sites nationwide
Locations to be identified at time of award.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Contracting Officer's Representative

The Contracting Officer's Representative (COR) is Darryl Earnest, AMS Cotton Program, Memphis Tennessee, who can be reached at (901)384-3000. Mr. Earnest will act as technical advisor and should be initially contacted on contract performance and technical questions.

G.1 EQUITABLE COMPENSATION FOR LATE DELIVERY / PERFORMANCE

(a) General. For late delivery of equipment the Government will deduct equitable compensation from monies due the Contractor for each calendar day's delay beginning with the installation date (s) specified in Section F, but not for more than 180 days as follows:

(b) Total System. The contractor is expected to install all equipment and deliver the operating software in accordance with his functional specifications, including the special features and accessories included on the same order with the equipment. If the Contractor fails to fulfill this requirement and, as a result, no portion of the total system is ready for use on the installation date, then equitable compensation will be assessed. Such equitable compensation shall be computed on the basis of each calendar day of delay at a rate of 1/30th of the total monthly charge, or 0.06% of the purchase price, respectively for leased or purchased systems.

(c) Machines. When an installation date is specified on an order for machines to be added subsequent to the initial system installation date, and the Contractor fails to install, ready for use, and such machines (including special features, any required operating software, and accessories) on or before the required installation date, equitable compensation shall be assessed. Such equitable compensation shall be computed on the basis of each calendar day of delay at the rate of 1/30th of the monthly charge for each machine (s) that cannot be used as a direct result of the delay, or 0.06% of the purchase price of the machine, depending on whether the machine is ordered for rental or purchase. Equitable compensation shall cease upon the day the machine is installed and determined ready for use.

(d) Partial Installation. If some, but not all, of the equipment and software on order is installed/delivered, and ready for use, by the installation date, and if the Government uses and such installed equipment and/or delivered software, equitable compensation shall not be assessed against these items for any calendar day on which they are used. In this event, for each calendar day's delay, the Contractor shall pay, depending on whether ordered for rental or purchase, 1/30th of the total monthly charge or 0.06% of the purchase price, for each time of equipment and software not installed/delivered, as well as for each installed/delivered item which as a result cannot be used by the Government.

(e) Equipment (Hardware). Substitute Equipment: If the Contractor provides suitable substitute equipment, acceptable to the Government, or before the installation date, no equitable compensation will be assessed the Contractor for equipment for which a substitute equipment was accepted.

If the Contractor fails to install all the equipment contracted for, including the special features and accessories, then the Government may obtain replacement equipment. In this event, the contractor shall be assessed equitable compensation from the installation date specified in Section F.2, until replacement equipment is installed, ready for use, or for 180 days from the installation date, whichever occurs first.

Exception: Except with respect to defaults of subcontractors, the Contractor shall not be assessed for equitable compensation when delays arise from causes beyond the control of and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, Act of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the delay must be beyond the control of and without the fault or negligence of the Contractor.

If the delays are caused by the default of a subcontractor, and such default arises out of causes beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them, the Contractor shall not be assessed for equitable compensation for delays, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time or permit the contractor to meet the required performance schedule.

G.2 MAINTENANCE DOWNTIME CREDITS

(a) Definition: System downtime is that period of time when the system is inoperative and no scheduled workload can be accomplished due to a malfunction in the Contractor supplied equipment or operating software or the system is inoperative and no scheduled workload can be accomplished because the system is released to the Contractor for remedial services.

(b) Period of Downtime: Downtime shall commence at the time of the actual contact with the Contractor's maintenance representative at the designated point of contact of with the Contractor's answering service or other continuous telephone coverage provided to permit the Government to make such contact. Downtime shall end when the system and/or machine is returned to the Government in operable condition, including operating software regeneration if required, ready to perform the scheduled workload.

(c) Maintenance Credit for System Downtime: If the system remains inoperative and cannot perform the schedule workload due to an equipment or operating software malfunction through no fault or negligence of the government for a period for 4 working days, the Contractor shall grant a credit to the Government for all maintenance and rental charges at the established maintenance rate. However, no credit shall be due the Government for operating software malfunctions when (i) the malfunction is not attributable solely to the Contractor-supplied software, and/or (ii) the Government has made any additions or alterations or otherwise modified the operating software. The credit for system downtime shall be computed to the nearest half or whole hour. No credit shall accrue to the Government during those periods when the Contractor is denied access to the equipment and the amount of credit granted shall not exceed 1/30th of the Total Monthly Charges for any calendar day. A full day of downtime shall accrue for any service call made prior to 12:00 p.m. local time during the principal period of maintenance.

(d) Purchased System and/or Equipment: for purchased system and/or equipment maintenance downtime credits apply only during the period in which the Contractor has maintenance responsibility.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AGAR 452.237-70 LOSS, DAMAGE, DESTRUCTION OR REPAIR (FEB 1988)

(a) For equipment furnished under this contract without operator, the Government will assume liability for any loss, damage or destruction of such equipment, not to exceed a total of \$70,000 except that no imbursement will be made for loss, damage or destruction when due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees.

(b) For equipment furnished under this contract with operator, the Government shall not be liable for loss, damage or destruction of such equipment, except for such loss, damage or destruction resulting from the negligent or wrongful act(s) of Government employee(s) while acting within the scope of their employment.

(c) All repairs to equipment furnished under this contract shall be made by the Contractor and reimbursement, if any, shall be determined in accordance with (a) or (b) above. Repairs shall be made promptly and equipment returned to use within 120 hours. In lieu of repairing equipment, the Contractor may furnish similar replacement equipment within the time specified. The Contractor may authorize the Government to make repairs upon the request of the Contracting Officer. In such case, the Contractor will be billed for labor and parts costs.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

www.usda.gov/procurement/policy/agar.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2002
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.216-19	ORDER LIMITATIONS	OCT 1995
52.216-22	INDEFINITE QUANTITY	OCT 1995
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN Alternate II (OCT 2001)	JAN 2002
52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING	JAN 1999

PLAN

52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-3	PATENT INDEMNITY	APR 1984
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	FEB 2002
52.232-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-7	PERMITS AND RESPONSIBILITIES	
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE ALTERNATE II	AUG 1987
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR 1984
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	JUN 2000
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	SEP 1996
52.253-1	COMPUTER GENERATED FORMS	APR 1984
		JAN 1991

I.2 52.207-5 OPTION TO PURCHASE EQUIPMENT (Feb 1995)

(a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.

(b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be "continuous rental."

I.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5
- (iii) Alternate II to 52.219-5
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).
- (19) (i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19

U.S.C. 3301 note).

- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(ii) Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall

comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and

I.4 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (Oct 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years.

I.6 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

- (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

I.7 52.219-9 Small Business Subcontracting Plan (Jan 2002)
Alternate II (Oct 2001).

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business

concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of --

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company

source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
- (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
- (iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating --

- (A) Whether small business concerns were solicited and if not, why not;
- (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
- (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
- (D) Whether HUBZone small business concerns were solicited and, if not, why not;
- (E) Whether small disadvantaged business concerns were solicited and if not, why not;
- (F) Whether women-owned small business concerns were solicited and if not, why not; and
- (G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

- (A) Trade associations;
- (B) Business development organizations;
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
- (D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

- (A) Workshops, seminars, training, etc., and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause;
provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with --

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to

this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each

of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

I.8 52.219-16 LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (Jan 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans; the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by that commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

I.9 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAY 2001)

Alternate I (OCT 1998)

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business

Administration as a small disadvantaged business concern consistent with 13 CFR 124, subpart B; and

- (i) No material change in disadvantaged ownership and control has occurred since its certification;
- (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR

124.104(c)(2); and

- (iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net);
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or
- (3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

- (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--
 - (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
 - (ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
 - (iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
 - (iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and
 - (v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).
- (2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements.

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.10 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

- (a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds

\$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.11 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER -- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see

paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--
 - (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
 - (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (h) **Liability for change of EFT information by financial agent.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) **Payment information.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) **EFT information.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the

Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.12 52.244-5 COMPETITION IN SUBCONTRACTING (Dec 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

I.13 52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (May 2001)

(a) Definitions. As used in this clause-

"Acceptance" means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

"Defect" means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

"Supplies" means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also mean "data."

(b) Contractor's obligations.

(1) The Contractor's warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within the initial 6 months of system operation.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall-

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within 30 days. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within two days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the

contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within two days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reperformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) Remedies available to the Government.

(1) The rights and remedies of the Government provided in this clause-

- (i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and
- (ii) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within two days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the location of the equipment.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to-

- (A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;
- (B) Correct defects as directed under paragraph (b)(4) of this clause; or
- (C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal

specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise-

- (i) Obtain detailed recommendations for corrective action and either-
 - (A) Correct the supplies or services; or
 - (B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;
- (ii) Obtain applicable data and reports; and
- (iii) Charge the Contractor for the costs incurred by the Government.

(End of clause)

I.14 52.246-20 WARRANTY OF SERVICES (May 2001)

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from date of acceptance by the Government. This notice shall state either-

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
 - (2) That the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO. OF PAGES
1. FAR Table 15.2	Instructions for Submitting Cost/price proposals When Cost or Pricing Data are Required (See RFP Section L, Paragraph L.4)	6

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS**

K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer;, or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____
[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned

business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]
The offeror represents that it ☐ is a women-owned business concern.

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (Dec 2001)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ *, are not ☐ * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ *, have not ☐ *, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ * are not ☐ * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ * has not ☐ *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS
(JUL 2002) Alternate II (OCT 2000)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more

veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only

if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and

identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(iii) Address. The offeror represents that its address ☐ is, ☐ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's

register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
 - (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.
- (f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)
 - (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.
 - (2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)
 - (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act--North American Free Trade Agreement--

Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

- (ii) The offeror certifies that the following supplies

are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

- (iv) The government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act": Canadian End Products:

LINE ITEM NO

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate (May 2002) . If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or

receiving stolen property; and [] are, [] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.6 52.215-6 Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends [], does not intend [] [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
--	--

_____	_____
_____	_____
_____	_____

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 339111.

(2) The small business size standard is no more than \$07.5 MILLION average annual receipts for an offeror's preceding 3 FYs.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small

business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture.
[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field

of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)
Alternate I (OCT 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this

provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(3) Address. The offeror represents that its address [] is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and

- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 RECOVERED MATERIAL CERTIFICATION (Oct 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.12 ROYALTY INFORMATION (Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.13 52.222-38 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS (Dec 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37,

Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.212-1	INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS	OCT 2000
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991

L.2 52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (May 2001) ALTERNATE I (Oct 1997)

(a) Definitions. As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 52.216-1 TYPE OF CONTRACT (Apr 1984)

The Government contemplates award of an indefinite quantity contract with a minimum order of 30 HVCI systems and a maximum order of 34 systems, resulting from this solicitation.

L.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Oct 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include --

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.5 52.233-2 SERVICE OF PROTEST (Aug. 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USDA APHIS, ASD, Contracting
Butler Square, 5th Floor
100 N. Sixth St.
Minneapolis, MN 55403

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.6 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.7 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.8 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

-- NAICS Code	339111
-- Size Standard	no more than 500 employees.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION PROVISIONS (48 CFR CHAPTER 1)

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION OF OPTIONS.

For each contract line item, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.3 EVALUATION CRITERIA

For each contract line item, the government will make the award to the responsible offeror whose proposal conforms to solicitation requirements and represents the “best value” to the Government, based on technical quality, past performance and price. The following factors shall be used to evaluate proposals in descending order of importance:

1. Technical quality and past performance
2. Price

Technical quality and past performance are significantly more important than price.

M.4 EVALUATION FACTORS FOR AWARD

(A) FACTORS FOR EVALUATION.

The Government will make award to the responsible offeror whose proposal conforms to solicitation requirements and represents the “best value” to the Government, technical quality, past performance and cost or price and other price-related factors considered. For this solicitation, the combined weight of all technical factors are significantly more important than cost or price and other price-related factors. In the determining best value, cost or price and other price-related factors will not be weighted.

The following technical evaluation factors and subfactors are weighted equally:

1. Experience, reputation, and past performance history of the manufacturer and the offeror (if different).

Offerors shall provide a list of all contracts/clients for same or comparable HVI systems and repair services provided. Include the number of the firm, point of contact, telephone and facsimile numbers, e-mail address, contract or purchase order number, date of award, dollar value of purchase order/contract, and a description of the product provided, a brief narrative of the service, problems encountered, and corrective action taken. The Government may contact these firms for additional information.

2. Quality of the product offered.
3. Technical capability of the manufacturer.
4. Ability to comply with the contract delivery requirements.
5. Availability and quality of service and response time.

Cost or price and other price related factors will be evaluated to assess risk as follows if competitive proposals, fully conforming to solicitation requirements, are not received in response to this solicitation.

(B) RISK ASSESSMENT.

Offerors shall provide cost information in accordance with the instructions in Table 15-2 (Refer to Attachment 1, Section J – Attachments). Proposals will be evaluated for “cost realism” as it relates to the level of effort required for to produce the specified HVI system and perform services required by this contract.

For the purpose of this solicitation, cost realism means that cost are (1) realistic for the production of the HVI systems and performing the services required by this contract; (2) reflect a clear understanding of the requirement; (3) are consistent with the various elements of Table 15-2; and (4) are allocable, reasonable, and allowable in accordance with Federal Acquisition Regulation (FAR) Part 31, “Contract Cost Principles and Procedures.”

ATTACHMENT 1

Table 15-2 -- Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required (See Solicitation Section L, Paragraph 4 and FAR 15.408)

This document provides instructions for preparing a contract pricing proposal when cost or pricing data are required.

Note 1: There is a clear distinction between submitting cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the offeror have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later information comes into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the offeror's price proposal. The requirement for submission of cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

Note 2: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

I. -- General Instructions

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;
- (8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (9) The following statement:

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or

whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

(10) Date of submission; and

(11) Name, title, and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal, cost or pricing data (that is, data that are verifiable and factual and otherwise as defined at FAR 2.101). You must clearly identify on your cover sheet that cost or pricing data are included as part of the proposal. In addition, you must submit with your proposal any information reasonably required to explain your estimating process, including --

(1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

(2) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the "Formats for Submission of Line Item Summaries" section of this table. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR 15.406-2, submit a Certificate of Current Cost or Pricing Data.

II. -- Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. Materials and services. Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit cost or pricing data.

(1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).

(2) All Other. Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (i.e., adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included along with your own cost or pricing data submission, as part of your own cost or pricing data. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. Direct Labor. Provide a time-phased (e.g., monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. Other Costs. List all other costs not otherwise included in the categories described above (e.g., special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. Royalties. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers.

(4) Patent application serial numbers, or other basis on which the royalty is payable.

(5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).

(6) Percentage or dollar rate of royalty per unit.

(7) Unit price of contract item.

(8) Number of units.

(9) Total dollar amount of royalties.

(10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR 27.204 and 31.205-37).

F. Facilities Capital Cost of Money. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

III. -- Formats for Submission of Line Item Summaries

A. New Contracts (Including Letter Contracts)

Cost Elements (1)	Proposed Contract Estimated - Total Cost (2)	Proposed Contract Estimate - Unit Cost (3)	Reference (4)
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Column and Instruction

(1) Enter appropriate cost elements.

(2) Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (e.g., under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.

(3) Optional, unless required by the Contracting Officer.

(4) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

B. Change Orders, Modifications, and Claims

Cost Elements (1)	Estimated Costs of all Work Deleted (2)	Cost of Deleted Work Already Performed (3)	Net Cost to be Deleted (4)	Cost of Work Added (5)	Net Cost of Change (6)	Reference (7)
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Column and Instruction

(1) Enter appropriate cost elements.

(2) Include the current estimates of what the cost would have been to complete the deleted work not yet performed (not the original proposal estimates), and the cost of deleted work already performed.

(3) Include the incurred cost of deleted work already performed, using actuals incurred if possible, or, if actuals are not available, estimates from your accounting records. Attach a detailed inventory of work, materials, parts, components, and hardware already purchased, manufactured, or performed and deleted by the change, indicating the cost and proposed disposition of each line item. Also, if you desire to retain these items or any portion of them, indicate the amount offered for them.

(4) Enter the net cost to be deleted, which is the estimated cost of all deleted work less the cost of deleted work already performed. Column (2) minus Column (3) equals Column (4).

(5) Enter your estimate for cost of work added by the change. When nonrecurring costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them. When any of the costs in this column have already been incurred, describe them on an attached supporting schedule.

(6) Enter the net cost of change, which is the cost of work added, less the net cost to be deleted. Column (5) minus Column (4) equals Column (6). When this result is negative, place the amount in parentheses.

(7) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

C. Price Revision/Redetermination

Cutoff Date	Number of Units Completed	Number of Units to be Completed	Contract Amount	Redetermination Proposal Amount	Difference	Cost Elements
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Incurred Cost Preproduction	Incurred Cost Completed Units	Incurred Cost Work in Progress	Total Incurred Cost	Estimated Cost to Complete	Estimated Total Cost	Reference
(8)	(9)	(10)	(11)	(12)	(13)	(14)

(Use as applicable).

Column and Instruction

(1) Enter the cutoff date required by the contract, if applicable.

(2) Enter the number of units completed during the period for which experienced costs of production are being submitted.

(3) Enter the number of units remaining to be completed under the contract.

(4) Enter the cumulative contract amount.

(5) Enter your redetermination proposal amount.

(6) Enter the difference between the contract amount and the redetermination proposal amount. When this result is negative, place the amount in parentheses. Column (4) minus Column (5) equals Column (6).

(7) Enter appropriate cost elements. When residual inventory exists, the final costs established under fixed-price-incentive and fixed-price-redeterminable arrangements should be net of the fair market value of such inventory. In support of subcontract costs, submit a listing of all subcontracts subject to repricing action, annotated as to their status.

(8) Enter all costs incurred under the contract before starting production and other nonrecurring costs (usually referred to as startup costs) from your books and records as of the cutoff date. These include such costs as preproduction engineering, special plant rearrangement, training program, and any identifiable nonrecurring costs such as initial rework, spoilage, pilot runs, etc. In the event the amounts are not segregated in or otherwise available from your records, enter in this column your best estimates. Explain the basis for each estimate and how the costs are charged on your accounting records (e.g., included in production costs as direct engineering labor, charged to manufacturing overhead). Also show how the costs would be allocated to the units at their various stages of contract completion.

(9) Enter in Column (9) the production costs from your books and records (exclusive of preproduction costs

reported in Column (8)) of the units completed as of the cutoff date.

(10) Enter in Column (10) the costs of work in process as determined from your records or inventories at the cutoff date. When the amounts for work in process are not available in your records but reliable estimates for them can be made, enter the estimated amounts in Column (10) and enter in Column (9) the differences between the total incurred costs (exclusive of preproduction costs) as of the cutoff date and these estimates. Explain the basis for the estimates, including identification of any provision for experienced or anticipated allowances, such as shrinkage, rework, design changes, etc. Furnish experienced unit or lot costs (or labor hours) from inception of contract to the cutoff date, improvement curves, and any other available production cost history pertaining to the item(s) to which your proposal relates.

(11) Enter total incurred costs (Total of Columns (8), (9), and (10)).

(12) Enter those necessary and reasonable costs that in your judgment will properly be incurred in completing the remaining work to be performed under the contract with respect to the item(s) to which your proposal relates.

(13) Enter total estimated cost (Total of Columns (11) and (12)).

(14) Identify the attachment in which the information supporting the specific cost element may be found.

(Attach separate pages as necessary.)